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8
9 **UNITED STATES DISTRICT COURT**
DISTRICT OF NEVADA
10 **SOUTHERN DIVISION – LAS VEGAS**

11 **ULYANA SHEVCHUK**, on behalf of
12 herself and others similarly situated,

13 Plaintiff(s),

14 **v.**

15 **ALTERRA GROUP, LLC d/b/a**
16 **ALTERRA HOME LOANS,**

17 Defendant.
_____ /

CASE NO.:

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

18 Plaintiff, ULYANA SHEVCHUK on behalf of herself and others similarly
19 situated, (“Plaintiff”), was an employee of Defendant, ALTERRA GROUP, LLC
20 d/b/a ALTERRA HOME LOANS, (“Defendant”), by and through the undersigned
21 counsel brings this action for unpaid overtime compensation, liquidated damages,
22 attorneys’ fees and costs, and other relief under the Fair Labor Standards Act, as
23 amended, 29 U.S.C. § 216(b) (the “FLSA”).
24

25 **NATURE OF THE ACTION**

26 1. This lawsuit seeks to recover unpaid overtime compensation and
27 liquidated damages for Plaintiff and similarly situated employees whom have
28

1 worked as “loan processor” for Defendant.

2 2. Pursuant to 29 U.S.C. §§ 207 and 216(b), Plaintiff seeks to prosecute
3 this FLSA claim as a collective action on behalf of all persons whom are currently
4 or were formerly employed by Defendant during or after three years immediately
5 preceding the filing of this lawsuit (“the class members”).

6 3. Plaintiff alleges, on behalf of herself and the class members, that she
7 is entitled to, *inter alia*: (i) unpaid overtime wages for hours worked above forty
8 (40) hours in a work week as required by law; and (ii) liquidated damages pursuant
9 to the FLSA, 29 U.S.C. §§ 201, *et seq.*

10 11 JURISDICTION & VENUE

12 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§
13 1331, 1337 and 29 U.S.C. § 216(b).

14 5. Venue is proper in the District of Nevada – Las Vegas pursuant to 28
15 U.S.C. § 1391(b)(1) because Defendant has its headquarters in Las Vegas,
16 Nevada.

17 6. At all times pertinent to this Complaint, Defendant regularly owned
18 and operated a business engaged in commerce or in the production of goods for
19 commerce as 1 defined in §§ 3(r) and 3(s) of the Act, 29 U.S.C. §§ 203(r) and
20 203(s).

21 PARTIES

22 7. Plaintiff was a loan processor and performed related activities for
23 Defendant in the City of Roswell, Fulton County, Georgia.

24 8. Defendant, ALTERRA GROUP, LLC D/B/A ALTERRA HOME
25 LOANS, is a Nevada Corporation which operates, conducts business and has its
26 headquarters in Clark County, Nevada, therefore venue is proper in the District of
27 Nevada – Las Vegas, pursuant to 28 U.S.C. § 1391(b)(1) & ©.

COVERAGE

9. Defendant, at all material times relevant to this action (2014 – 2017)1, was an employer as defined by 29 U.S.C. §203.

10. Defendant controlled and/or was responsible for the work of Plaintiff.

11. Plaintiff was an employee of Defendant and was, at all times relevant to the violations of the FLSA, engaged in commerce as defined by 29 U.S.C. §§206(a) and 207(a)(1).

12. At all material times relevant to this action, Defendant, ALTERRA GROUP, LLC D/B/A ALTERRA HOME LOANS, was an enterprise covered by the FLSA, and as defined by 29 U.S.C. §203(r) and 203(s). All references to material times relevant to this action shall mean to encompass from 2014 through 2017.

13. At all material times relevant to this action (2014-17), Defendant made gross earnings of at least \$500,000 annually.

14. At all material times relevant to this action, the Defendant had two (2) or more employees engaged in commerce, producing goods for commerce, handling, selling or otherwise working on goods or materials that have been moved in or produced for such commerce, (i.e., loan processing equipment, scanners, computers, , office equipment, office supplies, other new technologies).

15. At all material times relevant to this action, Plaintiff was individually engaged in commerce during her employment with Defendant by communicating with out of state clients, banks and Defendant's home office on a daily basis.

16. At all material times relevant to this action, Defendant had two (2) or more employees routinely ordering materials or supplies from out-of-state vendors, and had transactions with out-of-state persons.

17. At all material times relevant to this action, the Defendant has been an enterprise involved in commerce by accepting payments from customers based on credit cards issued by out-of-state banks.

FACTUAL ALLEGATIONS

18. Plaintiff worked as a loan processor for the Defendant.

19. Defendant hired Plaintiff and others similarly situated to provide assistance to customers with applying for and processing home loans.

20. Plaintiff worked for Defendant from approximately June 1, 2015 through January 25, 2017.

21. Plaintiff and others similarly situated are required to arrive at Defendant's place of business and perform services, including, but not limited to, assist customers with applying for and processing home loans.

22. Plaintiff and the class worked well over forty (40) hours per week.

23. Typically, Plaintiff worked above forty-five (45) hours per week without being paid proper overtime compensation.

24. Plaintiff was paid \$14.42 per hour in exchange for work performed.

25. Plaintiff also earned a flat fee for every loan closed (typically \$100 per loan).

26. Plaintiff routinely worked in excess of forty (40) hours per week as part of the regular job duties.

27. Plaintiff was eligible for overtime pay if she worked more than forty (40) hours per week.

28. Plaintiff did earn overtime pay.

29. However, Plaintiff was not paid for all hours worked.

30. Plaintiff was required to process loans from her home.

31. Plaintiff was also required to read and respond to work related emails and calls from home.

32. In addition, when Plaintiff was paid overtime pay, the additional flat fees that she earned were not include in the regular rate of pay for purposes calculating her overtime compensation. *See* 29 U.S.C. 207(e); 29 C.F.R. 778.108-109.

1 33. Despite working more than forty (40) hours per week, Defendant
2 failed to pay Plaintiff the proper overtime compensation at a rate of time and one
3 half her regular rate of pay for hours worked over forty (40) in a workweek.

4
5 **COLLECTIVE/CLASS ALLEGATIONS**

6 34. Plaintiff and the class members performed the same or similar job duties
7 as one another for Defendant in that they provided loan processing services for
8 Defendant.

9 35. Plaintiff and the class members all worked as loan processors in various
10 cities in the United States.

11 36. Plaintiff and the class members are/were all paid by the hour.

12 37. Plaintiff and the class members are/were eligible for overtime.

13 38. Plaintiff and the class members worked more than forty (40) hours per
14 week.

15 39. Plaintiff and the class members received flat fees for each loan closed.

16 40. Plaintiff and the class members were required to perform work away from
17 the office.

18 41. Plaintiff and the class members were not paid for all hours worked.

19 42. Plaintiff and the class members did not have their flat fees included in the
20 regular rate of pay for purposes of calculating overtime.

21 43. Further, Plaintiff and the class members were subjected to the same pay
22 provisions in that they were not compensated at time and one-half their regular rate of
23 pay for all hours worked in excess of forty (40) hours in a workweek.

24 44. Thus, the class members are owed overtime compensation for the same
25 reasons as Plaintiff.

26 45. Defendant's failure to compensate 1 employees for hours worked in
27 excess of forty (40) hours in a workweek as required by the FLSA results from a
28 policy or practice of failure to assure that loan processors were paid for all overtime

1 hours worked.

2 46. This policy or practice was applicable to Plaintiff and the class members.

3 47. Application of this policy or practice does not depend on the personal
4 circumstances of Plaintiff or those joining this lawsuit, rather the same policies or
5 practices which resulted in the non-payment of overtime to Plaintiff also apply to all
6 class members.

7 48. Accordingly, the class members are properly defined as:

8 **All loan processors whom worked for Defendant,**
9 **ALTERRA GROUP, LLC D/B/A ALTERRA HOME**
10 **LOANS, within the United States within the last three**
11 **(3) years.**

12 49. The precise size and identity of the class should be ascertainable from
13 the business records, tax records, and/or employee or personnel records of
14 Defendant.

15 50. The exact number of members of each class can be determined by
16 reviewing Defendant's records.

17 51. There are a minimum of one hundred (100) loan processors who
18 worked for Defendant within the last three years.

19 52. Defendant failed to keep accurate time and pay records for Plaintiff
20 and all class members pursuant to 29 U.S.C. § 211(c) and 29 C.F.R. Part 516.

21 53. Defendant was aware of the requirements of the FLSA yet it acted
22 willfully in failing to pay Plaintiff and the class members in accordance with the
23 law.

24 54. The claims under the FLSA may be pursued by others who opt-in to
25 this case pursuant to 29 U.S.C. § 216(b).

26 55. A collective action suit, such as the underlying, is superior to other
27 available means for fair and efficient adjudication of the lawsuit. The damages
28 suffered by individual members of the class may be relatively small when
compared to the expense and burden of litigation, making it virtually impossible

1 for members of the class to individually seek redress for the wrongs done to them.

2 **COUNT I**

3 **RECOVERY OF OVERTIME COMPENSATION**
4 **AGAINST ALTERRA GROUP, LLC D/B/A ALTERRA HOME LOANS**

5 56. Plaintiff re-alleges and reincorporates all allegations contained in
6 Paragraphs 1 – 55 as if fully incorporated herein.

7 57. Plaintiff, and other similarly situated employees, worked for
8 Defendant, ALTERRA GROUP, LLC D/B/A ALTERRA HOME LOANS, from
9 2014 to 2017 as loan processors throughout the United States.

10 58. Throughout Plaintiff's employment, Defendant, ALTERRA GROUP,
11 LLC D/B/A ALTERRA HOME LOANS, repeatedly and willfully violated 29
12 U.S.C. §§ 207, et seq. and 29 U.S.C. §§ 215, et seq. of the FLSA by failing to
13 compensate Plaintiff, and other similarly situated employees, at a rate not less than
14 one and one-half times the regular rate at which they were employed for
15 workweeks longer than forty (40) hours.

16 59. Plaintiff, and other similarly situated employees, was/were entitled to be
17 paid time and one-half the regular rate of pay for each hour worked in excess of
18 forty (40) per work week.

19 60. During employment with Defendant, Plaintiff, and other similarly
20 situated employees, regularly worked overtime hours but were not paid time and
21 one-half compensation for same.

22 61. As a result of Defendant's intentional, willful, and unlawful acts in
23 refusing to pay Plaintiff, and other similarly situated employees time and one-half the
24 regular rate of pay for each hour worked in excess of forty (40) hour per work
25 week in one or more work weeks, Plaintiff, and other similarly situated employees,
26 have suffered damages plus incurred reasonable attorneys' fees and costs.

27 62. As a result of Defendant's willful violation of the FLSA, Plaintiff, and
28 other similarly situated employees, are entitled to liquidated damages.

1 WHEREFORE, Plaintiff, ULYANA SHEVCHUK, on behalf of herself and
2 others similarly situated, demands judgment against ALTERRA GROUP, LLC
3 d/b/a ALTERRA HOME LOANS, for the payment of all overtime hours at one
4 and one-half the regular rate of pay for the hours worked by Plaintiff, and other
5 similarly situated employees, for which Defendant did not properly compensate
6 Plaintiff and the class members, liquidated damages, reasonable attorneys' fees and
7 costs incurred in this action, pre-and post-judgment interest as provided by law,
8 and any and all further relief this Court determines to be just and appropriate.

9 **DEMAND FOR JURY TRIAL**

10 Pursuant to Fed. R. Civ. P. 38(b), Plaintiff hereby demands a trial by jury of all
11 issues so triable.

12 Dated: November 21, 2017

13 LEON GREENBERG PROFESSIONAL CORP.

14 /s/ Leon Greenberg

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18 Attorney for the Class
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EXHIBIT “A”

NOTICE OF CONSENT TO JOIN

Pursuant to 29 U.S.C. § 216(b), I, ULYANA SHEVCHUK, consent to become a party plaintiff in this action.

11/21/2017
DATE


CLIENT SIGNATURE